

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

UNITED STATES DISTRICT COURT

SEP 10 2014

EASTERN DISTRICT OF ARKANSAS

JAMES W. MCCORMACK, CLERK
By: [Signature] DEP. CLERK

UNITED STATES OF AMERICA

v.

DEXITER JENNINGS

JUDGMENT IN A CRIMINAL CASE

Case Number: 4:12CR00126-01 JLH

USM Number: 27809-009

Steven R. Davis
Defendant's Attorney**THE DEFENDANT:**☒ pleaded guilty to count(s) Count 1 of Indictment☐ pleaded nolo contendere to count(s) _____
which was accepted by the court.☐ was found guilty on count(s) _____
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. § 1349	Conspiracy to commit wire fraud, a Class C felony	5/24/2011	1

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.☐ The defendant has been found not guilty on count(s) _____☐ Count(s) N/A ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

September 10, 2014

Date of Imposition of Judgment

[Signature]
Signature of Judge**J. LEON HOLMES, UNITED STATES DISTRICT JUDGE**

Name and Title of Judge

September 10, 2014

Date

DEFENDANT: DEXITER JENNINGS
CASE NUMBER: 4:12CR00126-01 JLH

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

TIME SERVED

- ☐ The court makes the following recommendations to the Bureau of Prisons:
- ☐ The defendant is remanded to the custody of the United States Marshal.
- ☐ The defendant shall surrender to the United States Marshal for this district:
- ☐ at _____ ☐ a.m. ☐ p.m. on _____.
- ☐ as notified by the United States Marshal.
- ☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
- ☐ before 2 p.m. on _____.
- ☐ as notified by the United States Marshal.
- ☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
a _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: DEXITER JENNINGS
CASE NUMBER: 4:12CR00126-01 JLH

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of :

THREE (3) YEARS

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- ☐ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. *(Check, if applicable.)*
- ☒ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. *(Check, if applicable.)*
- ☒ The defendant shall cooperate in the collection of DNA as directed by the probation officer. *(Check, if applicable.)*
- ☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. *(Check, if applicable.)*
- ☐ The defendant shall participate in an approved program for domestic violence. *(Check, if applicable.)*

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: DEXITER JENNINGS
CASE NUMBER: 4:12CR00126-01 JLH

ADDITIONAL SUPERVISED RELEASE TERMS

14) The defendant must participate in a mental health program approved by the probation office. The defendant must pay for the costs associated based on a co-payment fee established by the probation office.

15) The defendant must disclose financial information upon request of the U.S. Probation Office, including, but not limited to, loans lines of credit, and tax returns. This includes records of any business with which the defendant is associated. No new lines of credit may be established without prior approval of the U.S. Probation Office.

DEFENDANT: DEXITER JENNINGS
CASE NUMBER: 4:12CR00126-01 JLH

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 100.00	\$ 0	\$ 153,970.00 - List Attached

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☒ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
See Attached List		See Attached List	

TOTALS	\$ _____	\$ <u>153,970.00</u>
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☐ Restitution amount ordered pursuant to plea agreement \$ _____

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☒ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☒ the interest requirement is waived for the ☐ fine ☒ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: DEXITER JENNINGS
CASE NUMBER: 4:12CR00126-01 JLH

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 100.00 due immediately, balance due
- ☐ not later than _____, or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☒ Special instructions regarding the payment of criminal monetary penalties:
During supervised release, payments will be 10 percent per month of the defendant's gross monthly income. The interest requirement is waived.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☒ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

Restitution will be joint and several with any other person who has been or will be convicted on an offense for which restitution to the same victim on the same loss is ordered.

- ☐ The defendant shall pay the cost of prosecution.
- ☐ The defendant shall pay the following court cost(s):
- ☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

ATTACHMENT TO JUDGMENT & COMMITMENT ORDER

<u>Jennings Restitution List</u>								
<u>Contact:</u>		<u>Amount:</u>	<u>Victim:</u>	<u>Address:</u>	<u>City:</u>	<u>State:</u>	<u>ZIP:</u>	<u>Telephone:</u>
VICTOR CAMPOS	JOINT	\$4,750.00	CAMPOS INSURANCE	808 S. WEST MAIN	MCALLEN	TX	78501	(956) 969-2122
KAMLESH RAY	JOINT	\$950.00	A&J TOBACCO	7128 HWY. 301 NORTH	HORN LAKE	MS	38637	(662) 781-0970
PAUL SINGH	JOINT	\$950.00	MONTEREY GROCERY AND DELI	1324 MONTEREY RD.	PEARL	MS	39208	(601) 932-6620
	JOINT	\$950.00	MOVIE TOWNE	123 VALLEY VIEW RD.	ROSE BUD	AR	72137	(501) 556-4488
LAZARO ACOSTA	JOINT	\$3,800.00	LAZARO ACOSTA	2345 WEST 52ND ST.	HIALEAH	FL	33016	(305) 281-4554
JEN CHANG	JOINT	\$1,900.00	CENTERFIRE	2689 MISSION ST.	SAN FRANCISCO	CA	94110	(415) 695-8861
	JOINT	\$1,900.00	TELFER RESTAURANT AND BAKERY	748 LINDEN BLVD.	BROOKLYN	NY	11203	
	JOINT	\$1,900.00	KOTOKO INTERNATIONAL FOOD	281 BURNSIDE AVE.	EAST HARTFORD	CT	6108	(860) 282-7744
	JOINT	\$8,550.00	VERMA FUEL	375 CLINTON AVE.	HEMPSTEAD	NY	11550	
RAMO LIMIC	JOINT	\$950.00	INTERNATIONAL GROCERY AND MUSIC STORE	1024 WEBSTER AVE.	UTICA	NY	13501	(315) 601-1228
MATEEN ABDUL		\$2,850.00	AAA CHECKS CASHED #3	9836 FOOTHILL BLVD STE 6	RANCHO CUCAMONGA	CA		(909) 989-1100
		\$900.00	ACE CASH EXPRESS #5511	4887 KENTUCKY AVE	INDIANAPOLIS	IN		(317) 856-7654
		\$950.00	ADAMS CONVENIENT STORE	120 BLACKSTONE ST	BOSTON	MA		(617) 720-4344
		\$900.00	AMIR MARKET	23 MILL ST	PORT CHESTER	NY		
		\$3,800.00	ARABIAN BAR	14380 NW 27TH AVE	OPA LOCKA	FL	22054	(305) 685-2631
		\$950.00	BANDINI MARKET	2313 S ATLANTIC BLVD	LOS ANGELES	CA	90040	(323) 262-8711
BUCK'S INC		\$900.00	BUCKYS EXPRESS #40	4973 DODGE ST.	OMAHA	NE	68142	(402) 558-9860
		\$950.00	CAPUTOS FRESH MARKET	3115 W 111TH ST	NAPERVILLE	IL		(630) 579-3300
		\$950.00	CASH STOP	1934 HARBOR BLVD	COSTA MESA	CA		(949) 548-3551
JULIE SEMMLER		\$950.00	CASH TONIC #3	1823 E CESAR CHAVEZ AVE	LOS ANGELES	CA	90033	(323) 225-0200
		\$950.00	CERES MART	2600 MITCHELL RD STE B	CERES	CA		(209) 566-4982
		\$2,850.00	CHINATOWN SUPERMARKET	1228 NW 27TH ST	OKLAHOMA CITY	OK		(405) 528-8188
		\$900.00	COLORTYME #006	1920 W DIMOND BLVD # 12	ANCHORAGE	AK		(800) 275-2696

			#006	BLVD # 12				275-2696
		\$2,850.00	CONVENIENCE FOOD MART	4021 WARRENSVILLE CENTER RD	WARRENSVILLE HEIGHTS	OH		(216) 921-4022
		\$950.00	DEL AMO LIQUOR	4642 DEL AMO BLVD	TORRANCE	CA		(310) 214-3848
		\$950.00	DOLLAR WORLD	237 SOUTH ST	HOLYOKE	MA		(413) 552-4119
		\$950.00	DOWNER SQUARE BOTTLE SHOP	402 BLOSSOM HILL RD	SAN JOSE	CA		(408) 281-7292
		\$950.00	EL RANCHERO MEAT MARKET	2247 N 32ND ST STE AB	PHOENIX	AZ		(602) 275-6668
		\$1,900.00	EL REY FOOD MART	1320 W BURNHAM ST	MILWAUKEE	WI		(414) 383-7786
		\$1,900.00	EL VALLE DE LA SULTANA MARKET	121 BENNINGTON ST	EAST BOSTON	MA		(617) 561-5800
		\$1,900.00	ELIZABETH LAKE MARKET	6381 ELIZABETH LAKE RD	WATERFORD	MI		(248) 682-4777
		\$1,900.00	ELTAREB MARKET #3	561 W. 8TH STREET	MERCED	CA		(209) 726-8181
		\$1,900.00	EVERSHINE DISCOUNT & VARIETY	13521 LEFFERTS BLVD	SOUTH OZONE PARK	NY		(718) 845-0630
		\$900.00	FALCON LIQUOR	805 W WASHINGTON ST	SAN DIEGO	CA		(619) 296-2475
		\$950.00	FAST CHECK	886 E RAINES RD	MEMPHIS	TN		(901) 348-3700
		\$900.00	FOOD BOWL MARKET	3035 CEDAR ST	SAN DIEGO	CA		(619) 239-4709
		\$950.00	GARFIELD & DAN RYAN C/E	148 WEST GARFIELD BLVD	CHICAGO	IL		(773) 268-8400
		\$950.00	GREEN CLEANING	233 GRAND AVE	NEW HAVEN	CT		(203) 865-3456
		\$3,800.00	HAMILTON GAS & CONVENIENCE	327 HAMILTON AVE	BROOKLYN	NY		(718) 243-1565
		\$2,820.00	HANDI PLUS #46	3306 NAVIGATION BLVD	HOUSTON	TX		(713) 224-8841
		\$3,800.00	HEB GROCERY #427	735 SW MILITARY DR	SAN ANTONIO	TX		(210) 927-6825
		\$950.00	HM SHELL FOOD MART	1537 LYNN GARDEN DR	KINGSPORT	TN		(423) 245-7481
		\$1,900.00	HT INTERNATIONAL MARKET	10008 AURORA AVE N	SEATTLE	WA		(206) 527-5333
		\$1,900.00	INTL GROCERY & MUSIC STORE	1024 WEBSTER AVE	UTICA	NY		(315) 735-8443
		\$950.00	JACKS MILK PALACE	12003 S FIGUEROA ST	LOS ANGELES	CA		(323) 777-6800

		\$900.00	JERRY'S SUPERMARKET #9	23 SHOPPERS PARK	COVENTRY	RI		(401) 828-1990
		\$950.00	K&K AFRICAN MARKET	996 S REDWOOD RD STE A	SALT LAKE CITY	UT		(801) 977-1185
		\$950.00	KMART #7446	STATE ROAD I KM 106	CAYEY	PR		(787) 263-5940
		\$950.00	KROGER #412	1234 FINLEY	MEMPHIS	TN		(901) 345-1334
		\$900.00	KROGER #636	614 BEECHWOOD ST	LITTLE ROCK	AR		(501) 666-0102
		\$1,900.00	L & K LIQUOR	510 N BROADWAY	SANTA MARIA	CA		(805) 925-0073
		\$900.00	LA FIESTA #11 BLANCO	4107 BLANCO RD	SAN ANTONIO	TX		(210) 734-6429
		\$1,900.00	LAKEPOINTE MARKET	3159 ORCHARD LAKE RD	KEEGO HARBOR	MI		(248) 682-9282
		\$4,750.00	LAMONT FASTRIP STORE #772	10301 MAIN STREET	LAMONT	CA		(661) 845-9718
		\$900.00	MAIL EXPRESS	4524 SOUTHLAKE PKWY STE 34	BIRMINGHAM	AL		(205) 985-4323
		\$1,900.00	MAMA JOAN FOOD & LIQUOR	3082 WEST BULLARD AVE	FRESNO	CA		(559) 436-8104
		\$3,800.00	MARY'S ORIENTAL RESTAURANT	1943B LYNNHAVEN PKWY	VIRGINIA BEACH	VA		(757) 471-8900
		\$5,700.00	MATHEWSON DEPT STORE	260 W RAMSEY ST	BANNING	CA		(951) 849-5577
		\$1,800.00	MEIJER #123	16300 FORT ST	SOUTHGATE	MI		(734) 284-4257
		\$2,850.00	MORAZAN GROCERY II	32 NORTH SUMMIT AVE	GAITHERSBURG	MD		(301) 869-0729
		\$1,800.00	MULTANI FUEL	771 PENINSULA BLVD	HEMPSTEAD	NY		(516) 538-7932
		\$1,900.00	NED FINANCIAL SERVICES	1521 COMO AVE SE STE 2	MINNEAPOLIS	MN		(612) 436-4346
		\$1,800.00	NEV 2 LATE	9800 AIRPORT BLVD TERMINAL 1 STE 188	SAN ANTONIO	TX		(210) 892-1100
		\$950.00	NEW VIDEO HOUSE & PURE WATER	617 CALIENTE DR	SUNNYVALE	CA		(408) 737-2638
		\$1,900.00	NEW WORLD TRAVEL	2848 S WENTWORTH AVE	CHICAGO	IL		(312) 328-9228
		\$4,750.00	ON MARK FOOD STORE	415 E ORANGE AVE	TALLAHASSEE	FL		(850) 309-0083
		\$950.00	PAY-O-MATIC #302	50 SPRING ST	NEW YORK	NY		(646) 613-8400
		\$950.00	QUIK-E FOOD STORES	6015 FORT AVE	LYNCHBURG	VA		(434) 237-4957

		\$1,900.00	SANTEE GENERAL STORE	8932 OLD NUMBER SIX HWY	SANTEE	SC		(803) 854-2105
		\$2,850.00	SESI AFRICAN GROCERY	17545 KEDZIE AVE	HAZEL CREST	IL		(708) 206-0334
		\$3,800.00	SHAMROCK FOOD MART	124 N 169 HWY	SMITHVILLE	MO		(816) 532-4259
		\$3,800.00	SHOGYS MARKET	405 N ST	FIREBAUGH	CA		(559) 659-3142
		\$950.00	STARRWOOD FOOD MARKET	20 NORWICH AVE	NORWICH	CT		(860) 886-0014
		\$950.00	STOP & SHOP #053	713 E BROADWAY	SOUTH BOSTON	MA		(617) 269-7989
		\$950.00	SUPER CASH	115 ESSEX ST	NEW YORK	NY		(212) 673-2382
		\$950.00	SUPER DISCOUNT MARKET	3980 E OLYMPIC	LOS ANGELES	CA		(323) 262-0810
		\$950.00	SUPER H MART	801 CIVIC CENTER DR	NILES	IL		(847) 581-1212
		\$3,800.00	TRAVELEX CURRENCY #7273	SKY HARBOR INTL AIRPORT TERM 4	PHOENIX	AZ		(602) 275-8767
		\$1,900.00	WEIS #180	9400 SCOTTSMOORE WAY	PERRY HALL	MD		(410) 529-0378
		\$900.00	WINN-DIXIE #367	3108 S UNIVERSITY DR	MIRAMAR	FL		(954) 432-3422
		\$1,900.00	WRAYS FOODS & DRUGS MEADWBROOK	7200 W NOB HILL BLVD # 1	YAKIMA	WA		(509) 965-4040
TOTAL		\$153,970.00						